as to the best course to pursue, and a warning to reach port at dawn. These advices were followed or disregarded by the captain as he saw fit. The ship was sunk without warning by a submarine and in a petition to determine liability, *held*, that the petitioner was not liable as not negligent, or if negligent, such negligence was not the proximate cause of the injury. *The Lusitania*, 251 Fed. 715.

As the existence of the submarine zone was known to all, the passengers could expect no more of the petitioner than that he use due care under the circumstances, the submarine menace being a circumstance. See 31 HARV. L. REV. 306. The disregard of the advices, based on observations and submarine activities, can scarcely be justified on the grounds that the commanding officer of a merchantman be left free to exercise his own judgment. The advices and previous sinkings showed the menace to be at its height off the immediate south coast of Ireland, and the reasonableness of a course around the north of Ireland or one farther south, putting in at a different port, seems to have been overlooked. See *Express Co.* v. *Kountze Bros.*, 8 Wall. (U.S.) 342; *The George Nicholaus*, Fed. Cas., No. 13,578; *The Union Insurance Co.* v. *Dexter*, 52 Fed. 152. In order to reach port at dawn, why slacken speed in the danger zone instead of farther out at sea? Again it is not so clear that the crew was free from negligence, as negligence is not to be measured by poise of temperament, excitability, or the reverse. See *Bessemer Land Co.* v. *Campbell*, 121 Ala. 50, 60. The illegal intervening act, as any other intervening act, would break the chain of causation only if it could not have been anticipated. *Filson* v. *Pacific Express Co.*, 84 Kan. 614, 114 Pac. 863, 29 HARV. L. REV. 453. See J. SMITH, "Legal Cause in Actions of Tort," 25 HARV. L. REV. 103, 121. That the *Lusitania* did not anticipate the sinking is not so clear as the court seems to think. On the two previous voyages, the *Lusitania* hoisted the American flag and their act was justified on the grounds that Germany had announced her intention to sink British merchantmen on sight. It is unfortunate that the decision was not confined more strictly to the facts and a proper application of the law thereto.

REFORMATION OF INSTRUMENTS — REFORMATION FOR MISTAKE OF LAW. — A written contract contained, after the description of the estates and specified properties to be conveyed, the words, "and all other improvements." The parties had previously agreed, orally, that certain sugar mills and machinery should be excepted, but no mention of this was made in the contract. The defendant by his answer, in effect a bill in equity, seeks reformation of the contract. *Held*, that equity will reform for mutual mistake of law where the contract fails to express the intention of the parties. *Philippine Sugar, etc. Co.* v. *Philippine Islands*, 247 U. S. 385.

For a general discussion of the principles involved, see NOTES, page 283.

SALES — CONDITIONAL SALES — RIGHT OF VENDOR *Versus* SUBVENDEE. — Plaintiff sold an automobile to X. The title thereto was to remain in the plaintiff until the note, given for the residue of the purchase price, had been paid. X sold the automobile to the defendant, a *bonâ fide* purchaser without notice. Plaintiff sues the defendant in replevin. *Held*, the plaintiff can recover. *Gamble* v. *Shingler*, 96 S. W. 705 (Ga.).

If a vendor transfers possession of the goods to the vendee, but retains legal title as security, the sale is conditional. *Sumner* v. *Woods*, 67 Ala. 139; WILLISTON, SALES, § 7. The vendee may transfer his beneficial interest to a third person. *Nat'l Cash Register Co.* v. *Wapples*, 52 Wash. 657, 101 Pac. 227. If he assumes to transfer more, it is a conversion, and the vendor, at common law, is not estopped, despite the deceptive situation created by conditional sales, from immediately pursuing his rights against a *bonâ fide* subvendee.

Lorain Steel Co. v. *Norfolk & Bristol Street Ry. Co.*, 187 Mass. 500, 73 N. E. 646; *Riley* v. *Dillon*, 148 Ala. 283, 41 So. 768. At the present time Factors' Acts, Recording Statutes, or judicial legislation operate to give a *bonâ fide* subvendee an absolute title if the conditional sale is not recorded. *Lee* v. *Butler*, (1893) 2 Q. B. 318; *Gartrell* v. *Clay*, 81 Ga. 327, 7 S. E. 161; *Lincoln* v. *Quynn*, 68 Md. 299. In these jurisdictions if the conditional sale is recorded, and if there is a tortious resale, the vendor's right of action, as at common law, comes into being the instant the vendee assumes to treat the property as his own.

VENDOR AND PURCHASER — RIGHTS AND LIABILITIES — FORFEITURE OF PAYMENTS — DEFECTIVE NOTICE OF INTENT TO FORFEIT. — A statute allowed a vendor of land to take advantage of a provision in a contract providing for a forfeiture of all money paid, on default of the vendee. A notice to the vendee indicating an intent to forfeit the contract in thirty days was required. Though the parties had agreed on the land to be sold, the contract misdescribed the location of the land, and the notice to forfeit after the default of the vendee contained the same mistake. *Held*, that the notice is ineffectual to forfeit the payments. *Liewen* v. *Blau*, 168 N. W. 811 (Ia.).

The vendee in a contract to purchase land on which part of the price has been paid is, by virtue of his equitable ownership, practically in the position of a mortgagor, the vendor holding the legal title as security only for the payment of the balance. See POMEROY, EQUITY, 3 ed., § 1260, note 3; 29 HARV. L. REV. 791. After a default by the vendee, a foreclosure, strict or by sale, is usually necessary to deprive the vendee of his equitable ownership. *Bruce* v. *Tilson*, 25 N. Y. 194; *Button* v. *Schroyer*, 5 Wis. 598. See 28 HARV. L. REV. 641. Where a power is given to the vendor to forfeit the equitable ownership, the situation resembles that of a mortgagee with a power of sale. In the exercise of a power of sale, a material misdescription in the notice is fatal. See 2 JONES, MORTGAGES, 6 ed., § 1840. Further, there will be no reformation of the defective exercise of the power. *Haly* v. *Bagley*, 37 Mo. 363. The principal case follows out the analogy to the mortgage, and is another indication that the vendee has a property interest as a consequence of his right to specific performance.

WAR — PRIZE COURT — NEUTRAL OR ENEMY CHARACTER — ORDER IN COUNCIL. — An Order in Council adopting Article 57 of the Declaration of London provided that "the neutral or enemy character of a vessel is determined by the flag which she is entitled to fly." A vessel, in fact, owned by the German government, but entitled to fly the Greek flag, was claimed by her registered owner, a Greek. *Held*, that the registered owner was not entitled to the vessel, the prize court not being bound by the Order in Council. *The Proton*, [1918] A. C. 578.

Prize courts ordinarily proceed in accordance with the principles of international law. *The Divina Pastora*, 4 Wheat. (U. S.) 52; *Mitchell* v. *Rodney*, 2 Bro. P. C. 423. See LAWRENCE, PRINCIPLES OF INTERNATIONAL LAW, 4 ed., 478; 7 MOORE, INTERNATIONAL LAW DIGEST, § 1229. But, where municipal law clearly conflicts with international law, prize courts are bound by municipal law. *The Amy Warwick*, 2 Sprague, 123; *Mortensen* v. *Peters*, 14 Scots. L. T. R. 227. See *The Queen* v. *Keyn*, [1876] 2 Ex. D. 63, 160; PICCIOTTO, RELATION OF INTERNATIONAL LAW TO THE LAW OF ENGLAND AND OF THE UNITED STATES, 48–58. According to international law the neutral or enemy character of a vessel is determined by an examination of all the relevant circumstances. *Rogers* v. *The Amado*, 20 Fed. Cas. No. 12005; *Batten* v. *The Queen*, 11 Moore P. C. 271. See WHEATON, INTERNATIONAL LAW, 8 ed., 425, note; LUSHINGTON, MANUAL OF NAVAL PRIZE LAW, 54; 7 MOORE, INTER-